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PATENT

IRDM.123A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

| | | | |
|---------------|---|--|---|
| Applicant | : | Manish Kothari, et al. |) |
| U.S. Pat. No. | : | 6,589,625 (U.S. App. No. 09/921,196) |) |
| Issued | : | July 8, 2003 |) |
| Filed | : | August 1, 2001 |) |
| For | : | HERMETIC SEAL AND METHOD TO CREATE THE SAME |) |

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION
AND
REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of the original assignment(s) and/or merger document(s) (hereinafter collectively the "Assignment") of the above-captioned application from the inventor(s) to the Assignee is attached hereto. This Assignment represents the entire chain of title of this invention from the Inventor(s) to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040 Main Street, Fourteenth Floor, Irvine, California 92614, Telephone (949) 760-0404, Customer

U.S. Pat. No. : 6,589,625 (U.S. App. No. 09/921,196)

Filed : August 1, 2001

No. 20,995, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use Customer No. 20,995 for all communications.

IDC, LLC

Dated: November 22, 2004

By: Alfred P. Hildebrand

Name: ALFRED P. HILDEBRAND

Title: PRESIDENT

Address: 2415 Third Street, Suite 235
San Francisco, CA 94107

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Attorney's Docket

A S S I G N M E N T**PATENT**No.: 05652.P002 (For Execution After Filing Patent Application)

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, We
the undersigned, Manish Kothari and Clarence Chui

hereby sell, assign, and transfer to Iridigm Display Corporation
a corporation of Delaware, having a principal place of business at
2415 Third Street, Suite 235, San Francisco, California 94107, ("Assignee"),
and its successors, assigns, and legal representatives, the entire right, title, and interest for the
United States and all foreign countries, in and to any and all improvements that are disclosed in
the application for the United States patent that was filed August 1, 2001 and assigned
Application No. 09/921,196 and is entitled

HERMETIC SEAL AND METHOD TO CREATE THE SAME

and in and to said application and all divisional applications, continuation applications,
continued prosecution applications, continuation-in-part applications, substitute applications,
renewal applications, reissue applications, reexaminations, extensions, and all other patent
applications that have been or shall be filed in the United States and all foreign countries on
any of said improvements; and in and to all original patents, reissued patents, reexamination
certificates, and extensions that have been or shall be issued in the United States and all
foreign countries on said improvements; and in and to all rights of priority resulting from the
filling of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said
improvements in its own name; and that, when requested, without charge to, but at the
expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in
good faith the intent and purpose of this Assignment, the undersigned will execute all divisional
applications, continuation applications, continued prosecution applications, continuation-in-part
applications, substitute applications, renewal applications, reissue applications, reexaminations,
extensions, and all other patent applications on any and all said improvements; execute all
rightful oaths, assignments, powers of attorney, and other papers; communicate to said
Assignee, its successors, assigns, and representatives all facts known to the undersigned
relating to said improvements and the history thereof; and generally assist said Assignee, its
successors, assigns, or representatives in securing and maintaining proper patent protection
for said improvements and for vesting title to said improvements, and all applications for
patents and all patents on said improvements, in said Assignee, its successors, assigns, and
legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no
assignment, grant, mortgage, license, or other agreement affecting the rights and property
herein conveyed has been made to others by the undersigned, and that full right to convey the
same as herein expressed is possessed by the undersigned.

Date: 9/4/ 2001 Manish Kothari
Name: Manish Kothari

Date: 9/4/05, 2005 Clarence Chui
Name: Clarence Chui

State of: _____ } Assignment Document Return Address:
} SS. BLAKELY, SOMOLOFF, TAYLOR & ZAFMAN LLP
County of: _____ 12400 Wilshire Blvd., Seventh Floor
Los Angeles, California 90025-1026
(408) 720-8598

On this _____ day of _____ 20 __ before me, _____
the undersigned Notary Public, personally appeared _____

personally known to me proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) subscribed to the within instrument, and
acknowledged that executed it.
WITNESS my hand and official seal.

Notary's Signature

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment") dated October 1, 2004 (the "Effective Date") is made by IRIDIGM DISPLAY CORPORATION, a Delaware corporation (the "Assignor") to IDC, LLC, a Delaware limited liability company (the "Assignee").

INTRODUCTION

The Assignor has certain ownership interests in the patents and patent applications listed on Exhibit A.

The parties desire to have a recordable instrument assigning from the Assignor to the Assignee all of the Assignor's ownership interests in and to the patents and patent applications listed on Exhibit A and any and all provisionals, continuations, divisions, continuation-in-parts, reissues, reexaminations, extensions, substitutions, and foreign counterparts thereof, including all United States and foreign patents issuing therefrom, and with respect to all European Patent Convention patents and patent applications, including corresponding rights in national patents in any member state in which the European Patent, when granted, is nationalized (all of the foregoing, collectively, the "Patents").

AGREEMENT

NOW, THEREFORE, in accordance with the obligations to assign the Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees to the foregoing and as follows:

1. The Assignor does and will sell, assign and transfer to Assignee, the Assignor's entire ownership interest in and to each of the Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. The Assignor agrees that, upon request and without further compensation, and at the expense of the Assignor, the Assignor and the Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure an Assignor's signature to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Patents in the United States and throughout the world, the Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as the Assignor's agents and attorneys-in-fact to act for and on the

Assignor's behalf and instead of the Assignor to execute such document, all with the same legal force and effect as if executed by the Assignor.

3. The Assignor authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Patents.

IRIDIGM DISPLAY CORPORATION

By: 

Name: John Bayem

Title: CHIEF OPERATING OFFICER

EXHIBIT A

August 30, 2004

| Country | Filed | Serial # | Issued | Patent # | Status |
|---|------------|----------------|------------|------------|-----------|
| <u>VISIBLE SPECTRUM MODULATOR ARRAYS</u> | | | | | |
| EPC | 05/01/1995 | 95918880.6 | | | NAT PHASE |
| JAPAN | 05/01/1995 | 7-529030 | | | NAT PHASE |
| UNITED STATES | 05/05/1994 | 08/238,750 | 11/10/1998 | 5,835,255 | ISSUED |
| WIPO | 05/01/1995 | PCT/US95/05358 | | | ABANDONED |
| UNITED STATES | 04/23/1986 | 06/855,166 | | | ABANDONED |
| UNITED STATES | 03/04/1988 | 07/166,744 | | | ABANDONED |
| UNITED STATES | 01/12/1989 | 07/296,896 | | | ABANDONED |
| UNITED STATES | 03/05/1990 | 07/489,794 | | | ABANDONED |
| UNITED STATES | 11/18/1991 | 07/794,819 | | | ABANDONED |
| UNITED STATES | 05/01/1993 | 08/032,711 | | | ABANDONED |
| UNITED STATES | 02/25/2002 | 10/082,397 | | | PENDING |
| <u>INTERFEROMETRIC MODULATION</u> | | | | | |
| JAPAN | 11/06/1996 | 09-518276 | | | PENDING |
| UNITED STATES | 07/31/1996 | 08/688,710 | 03/21/2000 | 6,040,937 | ISSUED |
| UNITED STATES | 01/27/1999 | 09/238,340 | 04/25/2000 | 6,055,090 | ISSUED |
| UNITED STATES | 11/16/1995 | 08/554,630 | | | ABANDONED |
| <u>INTERFEROMETRIC MODULATION OF RADIATION</u> | | | | | |
| UNITED STATES | 12/19/1996 | 08/769,947 | | | ABANDONED |
| UNITED STATES | 10/10/2001 | 09/974,544 | 01/20/2004 | 6,680,792 | ISSUED |
| UNITED STATES | 11/21/2001 | 09/991,378 | | | PENDING |
| UNITED STATES | 02/19/2002 | 10/078,282 | | | PENDING |
| UNITED STATES | 04/07/1999 | 09/966,843 | | | ALLOWED |
| UNITED STATES | 01/05/2004 | NOT ASSIGNED | | | PENDING |
| <u>VISIBLE SPECTRUM MODULATOR ARRAYS</u> | | | | | |
| UNITED STATES | 11/05/1996 | 08/744,253 | 11/05/1996 | 5,986,796 | ISSUED |
| UNITED STATES | 08/20/1999 | 09/378,143 | | | ABANDONED |
| <u>INTERFEROMETRIC MODULATION OF RADIATION</u> | | | | | |
| SOUTH KOREA | 10/09/1999 | 2000-7011227 | | | NAT PHASE |
| TAIWAN | 04/07/1999 | 88105551 | | | ABANDONED |
| TAIWAN | 04/07/1999 | 89113021 | TW165294 | 10/02/2002 | ISSUED |
| UNITED STATES | 04/08/1998 | 09/056,975 | 6,674,562 | 01/06/2004 | ISSUED |
| WIPO | 04/01/1999 | US99/07271 | | | PENDING |
| <u>PHOTONIC MEMS AND STRUCTURES</u> | | | | | |
| UNITED STATES | 10/05/1999 | 09/413,222 | | | PENDING |
| WIPO | 07/10/2001 | US01/41341 | | | PENDING |
| UNITED STATES | 11/13/2001 | 10/012,092 | 6,650,455 | | ISSUED |
| UNITED STATES | 08/19/2002 | 10/224,029 | | | PENDING |

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683142-136695

| | | | |
|-------------|------------|-------------|---------|
| TAIWAN | 3/22/2002 | 91105559 | PENDING |
| JAPAN | 07/10/2001 | 2003-512759 | PENDING |
| SOUTH KOREA | 07/10/2002 | 2004-700433 | PENDING |

DIRECTLY LAMINATED TOUCH SENSITIVE SCREEN

| | | | |
|---------------|------------|------------|---------|
| UNITED STATES | 06/05/2001 | 09/875,401 | PENDING |
|---------------|------------|------------|---------|

HERMETIC SEAL AND METHOD TO CREATE SAME

| | | | | | |
|---------------|------------|------------|-----------|------------|----------|
| UNITED STATES | 08/01/2001 | 09/921,196 | 6,589,615 | 07/08/2003 | ISSUED ← |
|---------------|------------|------------|-----------|------------|----------|

CONTROLLING MICRO-ELECTROMECHANICAL CAVITIES

| | | | | | |
|---------------|------------|------------|-----------|------------|--------|
| UNITED STATES | 02/12/2002 | 10/076,224 | 6,710,908 | 03/23/2004 | ISSUED |
|---------------|------------|------------|-----------|------------|--------|

A METHOD FOR FABRICATING A STRUCTURE FOR MICROELECTROMECHANICAL SYSTEMS (MEMS) DEVICE

| | | | |
|---------------|------------|------------|---------|
| UNITED STATES | 02/12/2002 | 10/074,562 | ALLOWED |
| WIPO | 04/29/2002 | US02/13442 | PENDING |

MICROELECTROMECHANICAL SYSTEMS DEVICE AND METHOD FOR FABRICATING SAME

| | | | | | |
|---------------|------------|------------|-----------|------------|--------|
| UNITED STATES | 02/27/2002 | 10/084,893 | 6,574,033 | 06/03/2003 | ISSUED |
| WIPO | 04/29/2002 | US02/13462 | PENDING | | |

A DEVICE HAVING A LIGHT-ABSORBING MASK AND A METHOD FOR FABRICATING SAME

| | | | | | |
|---------------|------------|------------|-----------|------------|--------|
| UNITED STATES | 07/02/2002 | 10/190,400 | 6,741,177 | 05/25/2004 | ISSUED |
| WIPO | 06/27/2003 | US03/20433 | PENDING | | |

CONTROLLING ELECTROMECHANICAL BEHAVIOR OF STRUCTURES WITHIN A MICROELECTROMECHANICAL SYSTEMS DEVICE

| | | | |
|---------------|------------|------------|---------|
| UNITED STATES | 09/18/2003 | 10/251,196 | PENDING |
| WIPO | 09/20/2002 | US03/30016 | PENDING |
| TAIWAN | 09/18/2003 | 92125860 | PENDING |

A METHOD FOR MANUFACTURING AN ARRAY OF INTERFEROMETRIC MODULATORS

| | | | |
|---------------|------------|------------|---------|
| UNITED STATES | 04/15/2003 | 10/414,594 | PENDING |
|---------------|------------|------------|---------|

THIN FILM PRECURSOR STACK FOR MEMS MANUFACTURING

| | | | |
|---------------|------------|------------|---------|
| UNITED STATES | 06/24/2003 | 10/606,001 | PENDING |
|---------------|------------|------------|---------|

SEPARABLE MODULATOR

| | | | |
|---------------|------------|------------|---------|
| UNITED STATES | 08/19/2003 | 10/644,312 | PENDING |
|---------------|------------|------------|---------|

AREA ARRAY MODULATION AND LEAD REDUCTION IN INTERFEROMETRIC MODULATOR ARRAYS

| | | | |
|---------------|------------|--|---------|
| UNITED STATES | 12/09/2003 | | PENDING |
|---------------|------------|--|---------|

METHOD TO CHANGE TEMPORAL RESPONSE OF IMODS

| | | |
|--|------------|---------|
| UNITED STATES | 03/03/2004 | PENDING |
| <u>IMOD WITH INTEGRATED SHUNT RESISTOR NETWORK</u> | | |
| UNITED STATES | 02/03/2004 | PENDING |
| <u>INTEGRAL MODULATOR ILLUMINATION</u> | | |
| UNITED STATES | 03/04/2004 | PENDING |
| <u>MEMS DEVICES WITH UNRELEASED THIN FILM COMPONENTS</u> | | |
| UNITED STATES | 11/03/2003 | PENDING |